IDENTATRONICS®

CUSTOMER PO:		JOB NAME:	
SALESPERSON: Scott Berry	SBerry 300 (RMetcalf 126)	DATE:	9/19/2016

SOLD TO:	Village of Westmont	ATTENTION:	Glen Liljeberg	
ADDRESS:	31 West Quincy Street	PHONE:	630-981-6241	ext.
CITY, STATE ZIP:	Westmont, Illinois 60559	FAX:		
EMAIL:	gliljeberg@westmont.il.gov	OTHER:		

SHIP TO:	Village of Westmont	ATTENTION:	Glen Liljeberg	
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CITY, STATE ZIP:	Westmont, Illinois 60559	FAX:		
EMAIL:	gliljeberg@westmont.il.gov	OTHER:		

SYSTEM DESCRIPTION **vIDix LABOR Solution, 220 Employees, 30 Manager Supervisors, Data Bridge Interface With 4 Links (Import Employees, Accruals, Schedules, Export Hours to Harris), Employee Self Service App, Accruals Module, vIDix NOTIFY With 10 Standard Notifications, vIDix SCHEDULER With 2 Training Tracks, 7 vIDix LABOR Maximus Proximity Reader Badge Clock Terminals With PoE (Power Over Ethernet), PIT (Programming, Implementation, & Training)**

TERMS OF SALE:	60 Month Rental Payment (ACH) After One Time Fee(s)	Card #	
	Pricing is guaranteed for the Term of the Agreement (no increases)	Exp.	Security Code

ITEM	PART#	DESCRIPTION		TOTAL EXT.
1		**Cloud Services Summary:**		
2		Estimated Monthly Recurring Fee Subtotal	$2,201.75	
3		One Time Setup Fee Subtotal	$13,795.00	
4		Estimated Monthly Recurring Fee		
5	CLD_USERS	vIDix Manager Access, 15 Manager Licenses		
6	CLD_ADDUSER	vIDix Manager Access, 15 Additional Manager Licenses		
7	CLD_LBR	vIDix LABOR Cloud, 220 Employees		
8	CLD_LBR-APP	vIDix LABOR App, 220 Employees		
9	CLD_LBR-ACR	vIDix Accruals Cloud, 220 Employees, 2 Policies		
10	CLD_LBR-PTS	vIDix Points Cloud, 220 Employees, 2 Policies		
11	CLD_LBR-QLF	vIDix Qualifications Cloud, 220 Employees, 2 Policies		
12		vIDix Labor Terminal Config A		
13	CLD_MXS2000/05	7 MAX Terminal, Proximity Reader		
14	CLD_MXS-POE/K03	7 Power Over Ethernet Kits		
15	CLD_BRIDGE	vIDix Data Bridge Cloud, 220 Employees, 4 Links		
16	CLD_VSR	vIDix SCHEDULER Cloud, 220 Employees		
17	CLD_VSR-APP	vIDix SCHEDULER App, 220 Employees		
18	CLD_NFS	vIDix NOTIFY Cloud, 10 Standard Notifications, 220 Employees		
19		Estimated Monthly Recurring Fee Subtotal		$2,201.75
20		One Time Setup Fee		
21	CLD_LBR-PIT	PIT for vIDix LABOR Cloud, 220 Employees		
22	CLD_LBR-APP-PIT	PIT for vIDix Labor App		
23	CLD_LBR-ACR2-250-PIT	PIT for 2 vIDix Accruals Policies		
24	CLD_LBR-PTS2-250-PIT	PIT for 2 vIDix Points Policies		
25	CLD_LBR-QLF2-250-PIT	PIT for 2 vIDix Qualifications Policies		
26	TERM-PIT	PIT for 7 Terminal		
27	CLD_BRIDGE-PIT	PIT for vIDix Data Bridge Cloud, 220 Employees, 4 Links		
28	CLD_VSR-PIT	PIT for vIDix SCHEDULER Cloud, 220 Employees		
29	CLD_VSR-TT	2 Training Tracks for vIDix SCHEDULER Cloud		

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PAYMENT METHOD:

TERMS OF SALE: 60 Month Rental Payment (ACH) After One Time Fee(s)

Pricing is guaranteed for the Term of the Agreement (no increases)

ITEM	PART#	DESCRIPTION	TOTAL EXT.
30	CLD_NFS-PIT	vIDix NOTIFY Cloud, 220 Employees Implementation Services	
31		One Time Setup Fee Subtotal	$13,795.00

	$15,996.75
EST. SALES TX	plus tax
EST. FREIGHT	plus shipping
TOTAL	$15,996.75
DEPOSIT	$15,996.75
BALANCE	0.00

The attached proposal is valid for thirty (30) Days. After thirty (30) Days, the proposal may be withdrawn at any time. By signing this Agreement, customer agrees to all the Agreement Terms & Conditions on Page 3. IDENTATRONICS will commence final connections, check-out, certification, and training upon receipt of 90% of the total order will apply on any past due amounts at a rate of 1.5% *18% APR or $25.00 whichever is greater.

IDENTATRONICS CORPORATE APPROVAL:	CUSTOMER:
BY (X): _____	BY (X): _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

Please Remit Checks to: IDENTATRONICS

c/o BAN-KOE COMPANIES

9100 WEST BLOOMINGTON FREEWAY
BLOOMINGTON, MN 55431

1. All orders are subject to the approval of Identatronics (hereinafter "Identatronics") corporate office in Minneapolis, Minnesota, and are non-cancelable. The Terms and Conditions of this Sales Agreement ("Agreement") shall prevail notwithstanding any variance with the Terms and Conditions of any purchase order or other document submitted by Customer. Customer may continue to purchase products from Identatronics from time to time, in which case the Terms and Conditions of this Agreement shall govern all future sales between the parties.

2. Terms are net cash. Bills are due when rendered. A 1 1/2% per month service charge is added to all amounts not paid within thirty (30) days of shipping date. Customer is responsible for any sales or similar taxes, however designated, levied or based on the sale price of the product or service sold, or its use (including state and local privilege or excise taxes), unless it provides Identatronics with an exemption certificate. If full payment is not made within ninety (90) days (See Rental terms below, if Customer Sales Agreement is a Rental) of the shipping date, Customer is responsible for all expenses, including legal fees, incurred by Identatronics with regard to collection. Delivery is F.O.B. point of shipment. Risk of loss or damage is passed to Customer upon shipment. Identatronics reserves the right to refuse shipment to a Customer who has an unacceptable outstanding balance overdue with Identatronics; and/or to stop work on a project until payment is made.

3. Identatronics shall not be liable for delays in delivery due to causes beyond its control. No omission or delay by Identatronics at any time in enforcement of its rights hereunder shall be a waiver of such rights, nor shall it affect the right of Identatronics to enforce such rights thereafter. Customer agrees that if it delays the installation, if any, to focus on another project or to work on an internal issue, or if it delays the installation for any other reason, final payment under the terms of this Agreement is due and payable in full within three (3) weeks of the request for such a delay.

4. Identatronics warrants that all products shall be free from defects in material and workmanship for a period of ninety (90) days from the shipment date. This warranty is extended to the original end-user purchaser only, and is subject to all the conditions and limitations set forth by the original equipment manufacturer. The above warranty shall not apply to any products or parts thereof in the event of: Damages, defects or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical or electrical stress or from causes other than those relating to normal and intended use. Failure of an end-user to provide and maintain a suitable installation environment. Malfunction resulting from the use of timecards, badges or supplies not approved by Identatronics or the original equipment manufacturer. Specifically excluded from this warranty are inking rollers, ribbons, light bulbs, fuses and other expendable items of like use.

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, MADE OR AUTHORIZED TO BE MADE WITH RESPECT TO ANY ITEMS OR SERVICES FURNISHED HEREUNDER. IDENTATRONICS DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Repairs or replacements under this warranty may be made only by Identatronics or the manufacturer, and will be made during business hours only after Identatronics is notified of a problem during the warranty period and determines that it results from defective material or workmanship under this warranty. Repair and/or replacement are the exclusive remedies for defective products.

6. Customer understands that the Agreement may include an estimate of professional services hours that will be used for planning meetings, software configuration (on or off site), documenting surveys, testing parameter setup, etc. These professional services hours are a good faith estimate only, based upon Identatronics's historical implementation data. Customer agrees that if it uses all the estimated hours and the project is not yet completed, it will have the option to purchase additional hours to complete the project at the agreed upon hourly rate charged by Identatronics. Identatronics will inform Customer of the progress of the Project as the estimated hours are used. Additionally, if the Identatronics Project Manager identifies that Customer is requesting services that are "out of scope" or services that were not included in the hourly estimate, the Identatronics Project Manager will bring this to Customer's Project Manager's attention at that time. If the requested services are "out of scope" and Customer agrees to proceed with such services, Customer agrees that it will pay for the additional tasks at the agreed upon hourly rate charged by Identatronics for such service.

7. If this Agreement includes professional services hours, the following applies: During the term and for a two (2) -year period following expiration or termination of this Agreement: Customer agrees for itself and for its affiliates not to (i) solicit for employment (directly or indirectly) any employee of Identatronics or (ii) solicit for employment any former employee of Identatronics within one (1) year of the former employee's termination from Identatronics. "Employment" is defined to include, but is not limited to, permanent, temporary, full-time and part-time work for the employer, as well as the employer's hiring of the employee as an independent contractor or consultant, or the employer's use of a third party such as an employment agency to obtain the employee's services.

8. Excess hardware may be returned only with Identatronics's written consent. Prevailing restocking & handling charges will be applied on returns, in addition to any transportation & freight costs. All goods must be returned in saleable condition or additional charges will be applied. Returns will not be honored unless covered by a signed credit memorandum. Return of software is governed by the software license agreement.

IN NO EVENT SHALL IDENTATRONICS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. IN NO EVENT SHALL IDENTATRONICS'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE DEFECTIVE PRODUCT PROVIDED UNDER THIS AGREEMENT. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY WILL SURVIVE EVEN IF ANY OTHER PORTION OF THIS AGREEMENT IS FOUND TO BE INVALID OR UNENFORCEABLE UNDER ANY STATUTE, REGULATION, ORDINANCE, EXECUTIVE ORDER, OR OTHER RULE OF LAW.

9. This Agreement, combined with any applicable license agreements constitutes the entire Agreement between Identatronics and Customer for hardware and software (excluding technical service programs "TSPs"). This Agreement supersedes all prior or contemporaneous representations, negotiations, or other communications between the parties relating to this Agreement's subject matter. This Agreement may be amended only in writing signed by both parties.

10. No action, regardless of form, may be brought by either party more than one (1) year after the cause of action has arisen, except that an action for non-payment may be brought by Identatronics within two (2) years after Customer's last payment.

11. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrators shall apply Minnesota substantive law to the proceeding (without regard to the choice of law provisions of any jurisdiction) except to the extent federal law would apply to any claim. Any arbitration proceeding under this Agreement shall be conducted in Minneapolis, Minnesota. Either party also may, without waiving any remedy under this Agreement, seek from any court in Minnesota having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal, or pending the arbitral tribunal's determination of the merits of the controversy. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

12. Customer agrees and is contracting for the minimum term (number of monthly payments - term) listed on the Sales Agreement (page 1). If the customer ceases to use the system any time during that term, Customer agrees to continue to make monthly payments until term is satisfied OR make one final payment of monthly payment times the number of months left in the term.

13. Under a Rental Agreement all equipment, software, remains the property of Identatronics. Any damage or loss due to vandalism, Acts of God (flood, fire, etc.), theft, or intentional misuse is the responsibility of the Customer and/or Customer's insurance company. It is the Customer's responsibility to insure the equipment and/or take responsibility for any replacement costs due to such incidents.

14. In the case of (Customer) company sale, acquisition, or merger Customer agrees to notify Identatronics, protect Identatronics property for proper and timely return to Identatronics, and/or be responsible for the replacement costs and satisfaction of payment obligation.

IDENTATRONICS®

c/o Ban-Koe Companies
165 N Lively Blvd | Elk Grove Village, IL 60007
T 847.437.2654 | F 847.437.2660 | identatronics.com

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (DEBIT)

DATE	Monday, September 19, 2016
BUSINESS NAME	Village of Westmont
ADDRESS	31 West Quincy Street
	Westmont, Illinois 60559

I (we) hereby authorize Identatronics to initiate debit entries to my (our) checking account indicated below and the financial institution (bank, savings & loan, or credit union) named below, hereinafter called FI, to debit the same to such account.

INVOICES FOR ALL SERVICES RENDERED WILL BE DIRECT DEBITED FROM THIS DESIGNATED ACCOUNT.

<u>FINANCIAL INSTITUTION</u>

BANK NAME	
ADDRESS	
FI TRANSIT/ABA #	
ACCOUNT #	

** Note to customer: Please attach a voided check or deposit slip to verify all information. Identatronics will complete missing items from either document. This authority is to remain in effect until FI has received

This authority is to remain in effect until FI has received written notification from me (or authorized person(s) of its termination within 72 hours. I (we) have the right to stop payment of a debit entry by notification to FI prior to charging account. After account has been charged, I (we) have the right to have the amount of an erroneous debit immediately credit to my (our) account by FI up to 15 days following issuance of my (our) FI statement or 45 days after posting, whichever occurs first. This signed original must be returned.

NAME(S) _____   SIGNATURE(S) _____

_____   _____

DATE   **09/19/16**   CLIENT # _____

SALES PERSON   **SBerry 300 (RMetcalf 126)**